

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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San Francisco



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

PLASTERER

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,
SANTA BARBARA, AND VENTURA COUNTIES

203-X-2

LABOR AGREEMENT

COVERING THE JURISDICTION OF OP&CMIA LOCAL UNION IN THE COUNTIES
OF LOS ANGELES, INYO, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, IM-
PERIAL, VENTURA, SANTA BARBARA, SAN LUIS OBISPO, KERN AND SAN DIEGO,
AND IN ADDITION, RICHARDSON ROCK, SANTA CRUZ ISLAND, ANACAPA
ISLAND, INCLUDING THE CHANNEL ISLANDS MONUMENT.

Between

WESTERN WALLS & CEILING CONTRACTORS ASSOCIATION, INC
CALIFORNIA PLASTERING CONFERENCE

And

OPERATIVE PLASTERERS' AND CEMENT MASONS'
INTERNATIONAL ASSOCIATION, AFL-CIO
LOCAL UNION 200

August 3, 2005 through August 5, 2008

RECEIVED
Department of Industrial Relations

OCT 19 2005

Div. of Labor Statistics & Research
Chief's Office

B. The Union shall bear the entire responsibility for the furnishing of the written authorization referred to above. All costs, expenses and fees incidental to the receipt, administration, and remittance to the Union of the working dues payments from the Employers' shall be borne solely and entirely by the Union.

C. All written authorizations referred to above shall be irrevocable for a period of one year from the date of the execution and shall renew automatically from year to year thereafter, unless the Employee, by written notice served upon each of the Contractors for whom he was employed and on the Union for whose benefit he executed such authorization, within thirty (30) days prior to the anniversary date of the first year or any year thereafter, or prior to the termination of this Agreement, revokes such authorization.

The WWCCA may, at any time during the term of this agreement, increase the hourly contribution to the Administrative Promotion Trust by giving the Union written notice of the effective date of the increase. Any such increase shall be funded by an increase in the amount paid by Employers under the agreement and not from the annual increases already provided in the agreement

SECTION 8. Subsistence and Superannuated Employees

A. It is mutually agreed between the parties hereto, that payment of piece rates or lumping of work by any manner whatsoever, direct or by subterfuge shall be prohibited.

B. When members of Plasterers' Local 200 are required because of job location to live away from their place of residence, they shall receive not less than the regular rate of pay, plus sixty (\$60.00) per day, to cover expenses from date of leaving until the day of return, inclusive to their home area. When subsistence is paid, an employee shall also be reimbursed once in any weekly pay period at the straight time hourly rate for the time required to make one round trip to his place of residence

and back to the job location. Upon completion of their job and/or layoff a member is being paid for time spent in transit returning to their home area, they shall not be eligible to also collect subsistence for the day of return.

If a Journeyman quits a job paying subsistence without just cause during a pay period, he shall not be entitled to any travel expenses for return to his home area.

If a Journeyman in a subsistence area does not show up for work on Monday, or the day following a legal holiday after having worked the previous Friday, or the work day prior to a holiday he shall not be entitled to the subsistence allowance for Saturday and Sunday or for the day or days covered by the holiday. The only exception to this clause is if a journeyman be judged by competent authority as sick or unfit to work.

Exception: On Federal, State, or industrial projects where room and board is provided by either the awarding authority or Employer, the employee may have the option of accepting the room and board facilities, or the subsistence allowance, but not both.

It is agreed that a small committee of joint Labor and Management will review "out-of-town expenses" each year.

C. Transportation from and returning to the mainland, room and board will be provided for employees required to work on the offshore islands.

D. Upon Agreement between the Union, a journeyman, and an employer, a journeyman plasterer may be classified as a superannuated journeyman and employed at a reduced wage rate no lower than 70% of current journeyman rate.

D. Mortar boards and stands shall be provided on exterior and interior browning on machine-applied jobs. Mortar board and stand shall be placed on all scaffolds at such intervals as to be handy to work.

E. It shall be the duty of the Employer to furnish Employees with rods, featheredges, darbies, strips and rubber floats for the proper execution of their work. The Employer shall also furnish water buckets of not more than fourteen (14) quart capacity. The Employer shall furnish hose and nozzle when such is used in place of a brush for finishing or clean up. The Employer shall furnish all tools for any special textures. In no event shall an Employee be held responsible for any of the Employer's equipment after working hours.

SECTION 8. Use of Employees Equipment and Vehicle

A. The furnishing and transportation of equipment for machine mixing and application of mortar shall be the sole responsibility of the Employer, and no Employer will rent from any Employee any plaster machine, mixer, troweling machine or other heavy equipment commonly used and furnished by Employer without the prior approval of the Joint Conference Board which will approve such requests where not designed to circumvent the performance of this Agreement.

B. Ten dollars (\$10.00) per day as a truck expense reimbursement shall be paid to Plasterers whose personal truck is requested by the Employer to be used subject to the following:

(a) When 200 lbs. Or more is hauled.

(b) The Employee must have a written request slip, form or note from the contractor or his Foreman requesting use of the man's truck.

(c) All claims for truck expense reimbursement must be made within two (2) weeks of use of said truck.

SECTION 9. Journeyman Training

A. Signatory parties agree to use every effort to establish proper training courses so the Journeyman Plasterer may have a full knowledge of the use of all plastering machines.

B. The parties shall establish training courses through the Joint Apprenticeship and Training Committee that will provide training to apprentice and journeymen plasterers in aspects of the industry regarding safety and technology which the parties agree are now, or may become at some time during the term of this Agreement mandatory skills required of the Employees of the Contractor.

C. Journeymen plasterers must complete the Scaffold Users training course as required by OSHA Training Requirement §1926.454 prior to August 4, 2000. Failure to secure certification in this course shall result in a reduction of 5% of wages to the employee.

D. The parties agree to meet during the term of this Agreement to review the need for additional journeymen upgrading or safety courses. Should the parties agree upon the need for additional courses, then all journeymen employees must complete said training within one year from the time the parties agree upon such additional course. Failure to complete any additional courses within the one year period shall result in a reduction of 5% of. At no time shall a journeymen plasterer who has failed to complete any of the referenced upgrading courses be paid less than 95% of the negotiated journeymen wage rate. The contractor has the right to refuse employment to any journeymen who has not completed any of the referenced journeymen upgrading courses.

E. No fee will be required from any member of the Union who enrolls and successfully completes the referenced journeymen upgrading courses. All expenses including instructors, textbooks, safety equipment, etc., which are incurred in providing these upgrading courses, shall be borne entirely by the Southern California Plastering Institute Apprenticeship and Training Trust.

F. The Joint Apprenticeship Committee shall keep records of each journeyman and apprentice Employee, recording each completed course and making said information available to the Union and the Contractor upon request. All journeymen who have successfully completed the courses as required in this Section shall have the designation of "Master Journeyman" listed on their records, and shall be noted on all referral slips to the Contractor.

SECTION 10. Masking and Covering

Masking, taping or affixing other protective materials where plaster application by hand or plastering machine on walls, ceilings, or attachments thereto that Plasterers are required to work or to remove, shall be performed at the same rate as the plastering work is to be performed.

SECTION 11. White Uniforms

All Journeymen and Apprentice Plasterers are required to wear the standard Plasterers' protective white uniforms. On failure to dress in the proper attire the second day; the Plasterer shall not be permitted to work.

SECTION 12. Parking

Parking expenses shall be reimbursed when free parking does not exist within three (3) blocks of the job site, providing the employee presents a parking receipt to the Contractor. The Contractor may designate the parking area.

SECTION 13. Scaffolding

All scaffolding used must comply with minimum State Safety Order requirements. However, on all exterior work, a minimum of twenty-inch (20") wide platform scaffold (double plank) shall be required. On all interior work, where the platform scaffolds is thirty inches (30") or higher, a minimum of a twenty-inch (20") wide platform (double plank) shall be required. On all interior scaffolds eighteen inches (18") or higher, a step-up shall be provided.

SECTION 14. Safety Equipment

The Employer shall furnish goggles, safety belts, and respirators to Employees as required by job safety conditions. Items lost or taken by Employees shall be paid for by each such Employee. Other safety equipment which may be required by safety agencies or codes, shall be negotiated by the parties as each comes up, as to who shall furnish it.

SECTION 15: Travel

Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However employees who voluntarily travel to a point for free transportation to the job site will not be compensated for the time en route and return. For offshore work, employees will receive travel pay at straight-time rates from point of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation which transportation shall be at Contractor's expense. If no camp is furnished by Contractor, such transportation shall be furnished daily. Where air transportation is available to any of the off-shore islands, air transportation shall be furnished by the Contractor, and, in addition, if any work of construction at any of the islands or any combination of them shall exceed (5) working days, Monday through Friday, then employees shall also be furnished transportation at the conclusion of their shift of

the fifth day of employment back to the point of embarkation for the weekend with transportation being furnished them prior to the commencement of the Monday morning shift from the point of embarkation back to the islands. It is understood that the basic mode of transportation shall be by air and only total unavailability of air transportation will permit any other mode of transportation. Any transportation required to or from the point of embarkation and any transportation in between shall be at the expense of the Contractor.

ARTICLE IX - APPRENTICE AND JOURNEYMEN TRAINING

SECTION 1. Rules Governing Apprentices

Rules governing Apprentice Training and Apprenticeship indenture as prescribed for by State and Federal Apprenticeship standards shall be incorporated as a part of this Agreement in the form of an addendum.

SECTION 2. Hiring of Apprentices

A. The selection, hiring, placing, training, disciplining, wages, hours, and working conditions of Apprentices shall be governed by the Apprenticeship Standards as amended and approved for the Industry by the California State Department of Industrial Relations, Division of Apprenticeship Standards (DAS). These Apprenticeship Standards are hereby made part of this Agreement. The provisions of the Apprenticeship Standards shall be administered, supervised and enforced by the Joint Apprenticeship Committee and the parties hereto agree to abide by the provisions of the Standards and decisions and rules and regulations of the Joint Apprenticeship Committee. All differences, complaints and disputes concerning the application and enforcement of any of the provisions of the Apprenticeship Committee after reasonable notice and opportunity to be heard to all interested parties. Also as provided in the Apprenticeship Standards and the State Apprenticeship law, orders or decisions of the Joint Apprenticeship Committee may be appealed to the State Administrator of Apprenticeship and the California Apprenticeship Council. However, in the event any final order or decision in any complaint, dispute, or matter involving the application and enforcement of the Apprenticeship Standards is